

WILLIAM B. COLLINS

IBLA 71-290

Decided October 26, 1971

Oil and Gas Leases: Applications: Sole Party in Interest -- Oil and Gas Leases: Applications:
Amendments

Where an over-the-counter noncompetitive oil and gas offer is filed without showing whether the applicant is the "sole party in interest", and such defect is remedied prior to the filing of any junior offer, the first offer may be considered with priority as of the date the curative data is filed.

IBLA 71-290

: W-28453

WILLIAM B. COLLINS

: Oil and gas offer rejected

: Reversed and remanded

DECISION

William B. Collins has appealed from a decision dated May 4, 1971, of the Wyoming land office, Bureau of Land Management, which rejected his noncompetitive oil and gas lease offer, W-28453, filed April 9, 1971, because he had not completed Item 6 of the offer to indicate whether or not he was the sole party in interest in the offer and lease, if issued, citing 43 CFR 3102.7. 1/

In his appeal, filed May 19, 1971, Collins stated that through oversight he had not completed Item 6 of the offer, and that he is the sole party in interest in the offer and lease, if issued.

The Department has held that an offer must be read as it is filed and that mistakes or omissions made in filing or dealing with offers must be borne by the offeror. Timothy G. Lowry, A-30487 March 16, 1966; Joe Bart Moore, A-29361 July 1, 1963; Lauren W. Gibbs, 67 I.D. 350 (1960). It was therefore mandatory for the land office to reject the offer because of the failure to comply with

1/ This section reads as follows:
"§ 3102.7 Showing as to sole party in interest. A signed statement by the offeror that he is the sole party in interest in the offer and the lease, if issued; if not he shall set forth the names of the other interested parties. If there are other parties interested in the offer a separate statement must be signed by them and by the offeror, setting forth the nature and extent of the interest of each in the offer, the nature of the agreement between them if oral, and a copy of such agreement if written. All interested parties must furnish evidence of their qualifications to hold such lease interest. Such separate statement and written agreement, if any, must be filed not later than 15 days after the filing of the lease offer. Failure to file the statement and written agreement within the time allowed will result in the cancellation of any lease that may have been issued pursuant to the offer. Upon execution of the lease the first year's rental will be earned and deposited in the U.S. Treasury and will not be returnable even though the lease is canceled."

the cited regulations. Gill Oil Co., 2 IBLA 18 (1971); Richard Hubbard, 2 IBLA 270 (1971). Jesse B. Graner, A-30899 March 29, 1968.

However, Collins supplied the deficiency in his offer by his statement in the notice of appeal filed May 19, 1971. The offer, W-28453, may now be considered with priority as of that date. See Raymond W. Russ, A-29294 March 18, 1963. The appellant's statement in his appeal as to his being the sole party in interest is subject to the strictures embodied in 18 U.S.C. 1001 (1964), as are the statements in his original filing.

The case before us is distinguishable from Gill, Hubbard, and Graner, *supra*, because each of those cases deals with a successful drawing entry card lease offer in a drawing embracing simultaneously filed offers. Cf. Harvey v. Udall, 384 F.2d 883 (10th Cir. 1967). The instant case relates to a single over-the-counter filing for a tract of land for which no other offer had been filed in competition prior to the time the curative data had been supplied. See Irwin Rubenstein, 3 IBLA 250 (1971).

Therefore, pursuant to authority delegated to the Board of Land Appeals by the Secretary of the Interior (211 DM 13.5; 35 F.R. 12081), the decision below is reversed, and the case is remanded to the Bureau of Land Management for further action in accordance herewith.

Frederick Fishman, Member

We concur:

Newton Frishberg, Chairman

Francis E. Mayhue, Member.

